

**ARCHITECT-ENGINEER  
SUBCONTRACT  
SAMPLE**



The Regents of the University of California  
Lawrence Berkeley National Laboratory  
One Cyclotron Road  
Berkeley, CA 94720

**Subcontractor:**

[Name]  
Attention:  
[Address]  
[City, State, Zip]  
Phone:  
E-Mail:

**University Procurement Representative:**

Name: Rob Kawamura  
Title: Principal Subcontracts Administrator  
Phone: (510) 495-2724  
E-Mail: rkawamura@lbl.gov

**Introduction**

This is a fixed price, allowable reimbursables subcontract (hereinafter "Subcontract") for Commissioning Services for the NERSC 9 Facilities Upgrade Project as further described herein.

This Subcontract is between The Regents of the University of California, (hereinafter "University") and the party identified above as the "Subcontractor".

This Subcontract is issued under Prime Contract No. DE-AC02-05CH11231 between the University and the United States Government (hereinafter "Government"), represented by the Department of Energy (hereinafter "DOE") for the management and operation of the Lawrence Berkeley National Laboratory (hereinafter "LBNL") and the performance of certain research and development work.

**Agreement**

The parties agree to perform their respective obligations in accordance with the terms, conditions, and provisions of the attached SCHEDULE OF ARTICLES and the documents referenced or incorporated therein, which together with this Signature Page shall collectively constitute the entire Agreement and shall supersede all prior negotiations, representations, or agreements, whether verbal or written.

**[SUBCONTRACTOR'S NAME]**

**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE OF ARTICLES

### ARTICLE 1 – STATEMENT OF SERVICES

- A. The Subcontractor shall provide Commissioning Authority services as required in the incorporated documents Article 14 of this Subcontract (hereinafter called "Services").

The Subcontractor shall provide the following deliverables:

#### **Pre-Construction Services**

1. Review Design Documents to ascertain performance and operational test requirements.
2. Development of Commissioning Plan to test and evaluate system performance individually and collectively against the approved design criteria.

#### **Construction Services**

1. Develop functional performance tests and lead implementation of the functional performance test.
2. Record results and initiate corrective actions as required.

- B. The Subcontractor shall provide a qualified team of professionals, supervision, materials, supplies, equipment, tools, facilities, transportation, testing, and other incidental items and services necessary for performance of the Services.

- C. The Services shall be performed primarily at the Subcontractor's regular place of business, except with the prior written authorization of the University Procurement Representative.

- D. As used in this Subcontract or any referenced specifications and drawings, the following terms shall have the meaning indicated.

1. Architect-Engineer or A/E shall mean the Subcontractor.
2. Construction Documents and/or Subcontract Documents shall mean the working drawings, specifications, addenda, and other documents designated as part of any University construction subcontract utilizing the designs resulting from this Subcontract.
3. University Project Manager shall mean the individual appointed by the University to act as the Technical Representative manager of this Subcontract.

- F. Pursuant to the requirements of the *Buy American Act*, in performing this Subcontract the Subcontractor shall specify only domestic end products and domestic construction materials, as those terms are defined in Part 25 of the Federal Acquisition Regulation (FAR) without reference to the trade agreements. This requirement shall not apply to the items listed in FAR 25.104, *Nonavailable Articles*, or the following end products or construction material:

NONE

The University Procurement Representative may add other foreign end products or construction material to the above list if the University determines that: (1) the cost of a particular domestic end product or construction material would be unreasonable, in comparison to the cost of foreign end product or construction material; (2) an end product or construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or (3) the application of the restriction of the *Buy American Act* to a particular end product or construction material would be impracticable or inconsistent with the public interest.

The Subcontractor shall request permission to specify a foreign end product or construction material whenever any of the above reasons may apply.

## **ARTICLE 2 – PERIOD OF PERFORMANCE**

The period of performance of this Subcontract shall commence upon signature of this Subcontract by both parties on JANUARY 2017 and shall be completed on or before DECEMBER 2021, unless terminated earlier in accordance with the *Termination* clause of the General Provisions.

## **ARTICLE 3 – PRICE AND PAYMENT**

### **A. Fixed Prices and Reimbursable Costs**

1. The University shall pay the Subcontractor the following lump sum fixed prices for services performed in consonance with high professional standards. The lump sum fixed prices shall include all related costs, except for the reimbursable costs identified in Paragraph A.2, below.

#### **Service**

#### **Fixed Price**

Total Fixed Price

\$TBD

2. The University shall also reimburse the Subcontractor's for actual, reasonable cost incurred for the following, provided they are incurred during the performance of this Subcontract, in accordance with the *Reimbursable Costs & Expenses (A-E)* clause of the General Provisions:

#### **Allowable Reimbursable Items**

#### **Estimated Amount**

Total Allowable Reimbursables:

\$TBD

The costs for travel shall be also reimbursable in accordance with the incorporated *Subcontractor Guide to Reimbursable Travel Expenses*. All travel not included in the Subcontractor's proposal must be approved in advance by the University Procurement Representative. For travel to LBNL, lodging is available at the on-site Berkeley Lab Guest House (<http://www.berkeleylabguesthouse.berkeley.edu/>) at the GSA CONUS per diem rate.

3. The aggregate total of the fixed prices and the allowable reimbursable costs shall not exceed \$TBD.

B. Invoices and Payment

1. All invoices shall be emailed directly to the LBNL Accounts Payable Office at [APInvoice@lbl.gov](mailto:APInvoice@lbl.gov). The "subject" line of the email shall state the Subcontractor's name and the Subcontract number.
2. Interim invoices shall be submitted on a monthly basis. A "Final Invoice" shall be submitted within 60 days of completion of the Services or termination of this Subcontract.
3. All invoices shall state the Subcontract number; clearly identify the Subcontractor (including business heading or logo); include an invoice date, unique invoice number, and remittance address; sufficiently identify the items/services being invoiced, including separate amounts and full supporting detail for any billed material, services, or other reimbursable costs; and identify any separately payable freight charges (with receipts if available) and taxes. Invoice(s) in a spreadsheet format are not acceptable, but a spreadsheet can be used to support an invoice. The Subcontractor shall maintain records which support all invoiced amounts, and provide them to the University Procurement Representative upon request.

The final invoice shall be accompanied by an executed Assignment and Release form, substantially conforming to the incorporated form.

4. The fixed prices and reimbursable costs shall be payable in accordance with the *Reimbursable Costs & Expenses (A-E)* and *Payments Under Fixed Price Architect-Engineer Contracts* clauses of the General Provisions, and as specified herein. Payment of the fixed prices shall be based on monthly estimates of the amount and value of the Services performed, as prepared by the Subcontractor and approved by the University.
5. All invoices except the final invoice shall be payable within 30 days of receipt, or 15 days if the Subcontractor is a small business, subject to retention in accordance with the *Payments Under Fixed Price Architect-Engineer Contracts* clause; provided, however, that payments made thereafter shall not be subject to any penalty, interest, or late charges. Only those items/services identified in this Subcontract or a Subcontract Modification will be considered for payment. Payment amounts may be adjusted for any applicable credits, offsets, or withholds. The final invoice shall be payable upon determination of the final allowable costs and the Subcontractor's compliance with all of the requirements of this Subcontract. For inquiries about the status of an invoice, call (510) 486-6954 or [vendordesk@lbl.gov](mailto:vendordesk@lbl.gov).

- C. Sales or Use Tax. Items purchased by the University hereunder are treated as for resale, per the University's California State Resale Permit No. SR-CH 21-835970 for LBNL, and shall not be subject to any California or other State sales or use tax if shipped to California. Any items furnished hereunder for rentals or leases are subject to California State sales or use tax, and such tax is included in the fixed prices/rates stated herein.

The University of California State Resale Permit No. SR-CH 21-835970 for LBNL is available at: <http://procurement.lbl.gov/supplier-forms/>.

- D. Audit. The University reserves the right to audit the Subcontractor's books and records to verify timecard reporting and other items invoiced. The audit will be performed by University personnel and the method of audit will be at the sole discretion of the University.

#### **ARTICLE 4 – SUBCONTRACT ADMINISTRATION**

- A. University Procurement Representative. The designated University Procurement Representative for this Subcontract is the person authorized to make changes in the requirements of this Subcontract or make modifications to this Subcontract, including changes or modifications to the Services. The Subcontractor shall submit all documents, notices, and requests for approval required by this Subcontract to the University Procurement Representative at the email address indicated on the signature page or at the following mail address:

Lawrence Berkeley National Laboratory  
One Cyclotron Road M/S 76-225  
Berkeley, CA 94720

Any notices and approvals required by this Subcontract from the University to the Subcontractor shall be issued by the Procurement Representative.

- B. University Technical Representative. Sheree Swanson and Benjamin Maxwell are the University Technical Representative for this Subcontract. The University Technical Representative are the persons designated to monitor the Services and to interpret and clarify the technical requirements, but is not authorized to make changes to the Services or to modify this Subcontract.
- C. Closeout. The Subcontractor shall, as a condition of full payment, assist the University in accomplishing the administrative closeout of this Subcontract after the completion of performance, including, as necessary or required, the furnishing of documentation and reports, the disposition of property, the disclosure of any inventions, the execution of any required documents, the performance of any audits, and the settlement of any interim or disallowed costs.

#### **ARTICLE 5 - LBNL SITE ACCESS REQUIREMENTS**

- A. All Subcontractor and lower-tier subcontractor employees requiring access to any LBNL controlled facility or site are subject to DOE access restrictions. Any questions should be directed to either the subcontract designated Technical Representative or Procurement Representative.
- B. The Subcontractor shall not assign foreign national (non-U.S. citizen) employees or other personnel to work at any LBNL controlled facility or site who were born in, are citizens of, are employed or sponsored by or represent a government, company, institution, or other organization based in a country on the Department of State's List of State Sponsors of Terrorism without prior written approval from DOE Headquarters. Terrorist-sponsoring countries include Iran, Sudan and Syria. Requests for access must be submitted to LBNL Site Access Office at least 180 days in advance to allow time for approval from the DOE.

- C. The University is also required by DOE to document all foreign national employees who were born in, are citizens of, are employed or sponsored by or represent a government, company, institution or organization based in, a sensitive country and who require access to an LBNL controlled facility or site. To obtain site access, the Subcontractor must provide LBNL's Site Access Office the place of birth and citizenship for all foreign national employees/personnel working on this subcontract who may access an LBNL controlled facility or site. Employees/personnel from specific sensitive countries may need additional processing and/or be subject to specific restrictions as required by DOE Order 142.3A.

#### **ARTICLE 6 – SUBCONTRACTOR SAFETY ASSURANCE**

- A. The Subcontractor shall sufficiently prepare, and provide sufficiently trained personnel and resources, to perform the Services in a safe manner, and shall comply with DOE Acquisition Regulation (DEAR) 970.5223-1, *Integration of Environment, Safety, and Health into Work Planning and Execution*.
- B. Upon award of the Subcontract, the Subcontractor shall complete and submit on-line a *Subcontractor Job Hazard Analysis and Work Authorization Form For Non-Construction* (sJHA) for all Services to be performed at any LBNL site, utilizing an internet link provided by the University Technical Representative or Requester, unless the University accepts an existing sJHA for the Services. Instructions for completing the online sJHA are at <http://www.lbl.gov/ehs/ssa/nssa/sjhawa-system/subcontractor.shtml>.
- C. The Subcontractor shall not commence the Services at any LBNL site until the University Technical Representative or Requester or a designee reviews the sJHA with the Subcontractor and approves the sJHA, authorizing commencement of the Services. For hazardous Services, the University may require additional authorizations before allowing performance of Services at an LBNL site. The Subcontractor may proceed with all other Services required by the Subcontract in preparation for performance of the Services at an LBNL site.
- D. The Subcontractor shall also ensure that all personnel who will perform the Services at an LBNL site review the brochure entitled *EH&S Orientation for Non-Construction Subcontractors, Vendors, and Visitors*, which is available at <http://www.lbl.gov/ehs/ssa/assets/docs/nssa/EHS-Orientation-Subcontractors-Vendors-Guests.pdf>.
- E. The University's review and approval of the sJHA and issuance of work authorizations will satisfy the requirement of DEAR 970.5223-1 for the Subcontractor to submit documentation of a safety management system that identifies, analyzes, and establishes controls for the hazards associated with the Services; however, it shall not be considered a determination of the adequacy of the Subcontractor's protections. Ensuring the adequacy of the protections for personnel at the work site, the public, and the environment shall at all times remain the responsibility of the Subcontractor.

#### **ARTICLE 7 – INSURANCE**

- A. **Insurance Requirements.** The Subcontractor shall provide the following types and levels of Insurance coverage, which shall be maintained in full force and effect during performance of the Services required by this Subcontract:

1. <u>Commercial General Liability Insurance</u>	<u>Minimum Limit</u>
• Per Occurrence	\$1,000,000
• Products/Completed Operations Aggregate	\$2,000,000
• Personal and Advertising Injury	\$1,000,000
• General Aggregate	\$2,000,000
2. <u>Professional Liability Insurance</u>	<u>Minimum Limit</u>
• Each Claim	\$1,000,000
• Annual Aggregate	\$2,000,000
3. <u>Business Automobile Liability Insurance</u>	<u>Minimum Limit</u>
• Per Occurrence	\$1,000,000

The automobile liability insurance shall cover liability to third parties related to the Subcontractor's use of owned, scheduled, non-owned, or hired vehicles, including the Subcontractor's use of any University-furnished U.S. Government owned vehicles, and any resulting loss or destruction of, or damage to the University-furnished U.S. Government owned vehicles.

4. Workers' Compensation as required under California or other applicable State law, and Employer's Liability Insurance with a minimum limit of \$1,000,000 per accident and employee.

B. Coverage Requirements

The general, automobile and professional liability insurance, by a valid certificate or endorsement, shall: (a) include a provision designating The Regents of the University of California and the U.S. Government as **additional insureds** with respect to performance of this Subcontract by the Subcontractor and its lower-tier subcontractors and consultants; and (b) include a **waiver of subrogation** in favor of the University and the U.S. Government.

The insurance coverage shall be primary and shall not participate with or be in excess over any other valid collectible insurance or program of self-insurance of the University or the U.S. Government.

The required insurance shall be obtained from insurance companies authorized to do business in California that have an A.M. Best rating of A: VII or better, or an equivalent Standard & Poor's rating of AA or better or Moody's rating of Aa or better; or that are acceptable to the University.

The insurance shall not be subject to a self-insurance retention (SIR) or deductible of \$100,000 or more without the written approval of the University Procurement Representative. Prerequisite to obtaining written approval of self-insurance retention (SIR) or deductible of \$100,000 or more, Subcontractor shall submit to the University Procurement Representative a Certificate of Self Insurance, and a copy of the subcontractor's independent recent CPA audited or reviewed set of financial statements, including a balance sheet with the CPA's report, each acceptable to the University. If any of the insurance is written on a claims-made form, it shall continue for three years following completion or termination of this Subcontract and provide for a retroactive date of placement prior to or coinciding with the effective date of this Subcontract.

The Subcontractor or its insurers shall provide written notification to the University Procurement Representative and Insurance Tracking Services, Inc. (ITS) at least 30 days in advance of any modification, change, or cancellation of any of the insurance coverage.

The stipulation of required coverage and limits of insurance shall not in any way limit the liability of the Subcontractor.

C. Proof of Insurance

The University has contracted with Insurance Tracking Services, Inc. (ITS), a third-party responsible for verifying the Subcontractors compliance with the insurance requirements contained in the subcontract with the University.

Going forward, ITS will correspond directly with the Subcontractor to convey insurance deficiencies, policy renewal requests and any other insurance documentation that may be lacking in order to establish full compliance with the University's insurance requirements.

Prior to commencing any Services at a location other than the Subcontractor's or lower-tier subcontractor's facilities, the Subcontractor shall provide certificate(s) of insurance and any necessary endorsements or other documentation confirming the required insurance coverage, including the "additional insured" and "waiver of subrogation" coverage, by submitting them to the University's authorized insurance compliance monitoring representative, ITS at [UC@instracking.com](mailto:UC@instracking.com), or fax to (562) 435-2999, or mail to:

The Regents of the University of California  
C/O Insurance Tracking Services, Inc. (ITS)  
P.O. Box 20270  
Long Beach, CA 90801

D. Lower-Tier Subcontractor Insurance

The Subcontractor shall require any lower-tier subcontractor who will perform Services at the worksite to maintain general, automobile, and employer's liability insurance with a minimum per-occurrence or aggregate limit of \$1,000,000, as well as worker's compensation insurance, and confirm the required coverage before allowing the Services at the worksite to commence.

**ARTICLE 8 – KEY PERSONNEL**

It is understood and agreed that the Subcontractor's key personnel designated below are considered to be essential to the Services being performed hereunder and shall not be reassigned or replaced without prior University approval, except where such circumstances are beyond the reasonable control of the Subcontractor. The Subcontractor shall notify the University Procurement Representative reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the performance of this Subcontract.

**NAME**

**TITLE**



## **ARTICLE 9 – ACCESS TO UNIVERSITY COMPUTERS AND NETWORK RESOURCES**

- A. Access to University computers and network resources (“Resources”) by the Subcontractor shall be in accordance with, and is subject to, the LBNL information technology policies and procedures, including, but not limited, to the policies found at <http://go.lbl.gov/itpolicy>. The University information technology policies and procedures are applicable, whether such access is at LBNL, at the Subcontractor's facility, or elsewhere. If the Subcontractor does not comply with these requirements, the University may withdraw Subcontractor's access to Resources. Misuse of Resources may result in termination for default and/or criminal prosecution.
- B. Access to Resources by Subcontractor is only permitted as required to perform the work authorized under this Subcontract. All information or data furnished by the University or obtained from or developed on University Resources by the Subcontractor must be protected by the Subcontractor to prevent disclosure to any person other than those authorized. Information and data which are not designated for access by the Subcontractor may not be accessed without specific permission from the University Technical Representative.
- C. Any or all uses of Resources may be intercepted, monitored, recorded, copied, audited, inspected, retained, and disclosed to authorized University and DOE personnel. The University also reserves the right to review the contents of all files on University computers.
- D. Passwords issued to the Subcontractor for access to Resources must be protected by the Subcontractor to prevent disclosure to unauthorized persons. If a password is disclosed, or disclosure is suspected, the Subcontractor must immediately notify the University Technical Representative. Sharing of passwords provided to the Subcontractor is prohibited without prior authorization from the University Technical Representative.
- E. Unless specifically stated, all information or data furnished by the University or obtained from or developed on University Resources by the Subcontractor remains the property of the University. Upon completion or termination of the Subcontract, all University information or data must either be returned or disposed of as agreed upon by the Subcontractor and the University.
- F. The Subcontractor must immediately notify the University Technical Representative of any breaches of University Resources or information, suspected or otherwise.

## **ARTICLE 10 – ENVIRONMENTALLY PREFERABLE PRODUCTS**

- A. General. In the performance of this Subcontract, the Subcontractor shall specify, furnish, and use environmentally preferable products and services (i.e., products and services with a lesser or reduced effect on human health and the environment), to the maximum possible extent consistent with the Subcontract requirements and the intended end use of the products or services. Information on environmentally preferable products and services is available at: <https://www.epa.gov/contracts/greening-government-procurement>.
- B. Design Requirements  
In the design of the building or work covered by this Subcontract, the Subcontractor shall specify: (1) products containing recovered materials that are EPA-designated items; (2) energy-consuming products that are energy efficient products; and (3) biobased products that are U.S. Department of Agriculture (USDA) designated items.

These requirements apply if the products can be acquired (1) competitively within a timeframe providing for compliance with the construction performance schedule; (2) meeting construction performance requirements; or (3) at a reasonable price.

The energy-consuming product requirement applies to products listed on the following ENERGY STAR® Program or FEMP web sites, unless otherwise approved in writing by the University Procurement Representative:

ENERGY STAR®: <http://www.energystar.gov/products>

FEMP: [http://www1.eere.energy.gov/femp/technologies/procuring\\_eeproducts.html](http://www1.eere.energy.gov/femp/technologies/procuring_eeproducts.html)

The biobased product requirement applies to the extent not exempt under 7 CFR 2902.10, et seq.

### C. Definitions

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, excluding materials and by-products reused within an original manufacturing process.

"EPA-designated item" means a product that is or can be made with recovered material. The product categories include: building and construction, carpets, cleaning, electronics, fleets, food services, landscaping, meetings and conferences, office supplies, and paper. They are listed by the EPA in a comprehensive procurement guideline at 40 CFR Part 247 and <http://www.epa.gov/epawaste/consERVE/tools/cpg/products/index.htm>, and the EPA has provided purchasing recommendations in related Recovered Materials Advisory Notices (RMANs), available at <http://www.epa.gov/wastes/consERVE/tools/cpg/resources.htm#recovered>.

"Energy efficient product" means a product that (i) meets the criteria for use of the Energy Star trademark label, or (ii) is in the upper 25 percent of efficiency for all similar products as designated by the DOE Federal Energy Management Program (FEMP).

"Biobased product" means a product determined by the USDA to be a commercial or industrial product (other than food or feed) composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials (including plant, animal, and marine materials) or forestry materials. Biobased products include building materials, construction and road maintenance materials, furniture and furnishings, houseware and cleaning supplies, industrial supplies, landscaping and agriculture materials, office supplies, personal care items, and outdoor gear. A catalog of USDA-designated biobased products is available at: <http://www.biopreferred.gov/BioPreferred/faces/catalog/Catalog.xhtml>.

## **ARTICLE 11 - E-VERIFY PROGRAM ENROLLMENT**

Pursuant to the *Employment Eligibility Verification* clause of the General Provisions (FAR 52.222-54), the Subcontractor shall:

1. Enroll as a Federal contractor in the online E-Verify System at: <https://e-verify.uscis.gov/enroll>, and within 10 days of award of this Subcontract provide the University Procurement Representative with written verification of the enrollment, such as a copy of the Subcontractor's "Company Information" page from the E-Verify System.
2. Use the E-Verify System to verify the employment eligibility of all employees assigned to this Subcontract and all new hires working in the United States, or as otherwise provided in the clause.

3. Include the clause in each lower-tier subcontract for construction or services exceeding \$3,500, as required by the clause (excluding those with self-employed individuals), and within 10 days of award thereof provide the University Procurement Representative with written verification of the inclusion of the clause in the subcontract and the subcontractor's enrollment in the E-Verify System.

#### **ARTICLE 12 – ELIGIBILITY CERTIFICATION**

By acceptance of this Subcontract, the Subcontractor certifies that:

- A. To the best of its knowledge and belief, it and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible by any agency of the Federal Government for the award of contracts (including subcontracts); and
- B. To the extent it has had previous Government contracts or first-tier subcontracts subject to the *Equal Opportunity* clause (FAR 52.222-26) of the General Provisions, it has developed and has on file all written affirmative action programs and it has filed all prescribed compliance reports, as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2).

#### **ARTICLE 13 – SYSTEM FOR AWARD MANAGEMENT (SAM)**

By acceptance of this Subcontract, the Subcontractor certifies that it is registered in the SAM database within 30 days of contract award per FAR 52.204-7, *System for Award Management* clause of the General Provisions and acknowledges the requirement heretofore to maintain said registration in the database in accordance with the *System for Award Management Maintenance* clause (FAR 52.204-13) of the General Provisions. The Subcontractor is responsible for the accuracy and completeness of its data within the SAM database in accordance with the stated requirements. In any event, failure to complete the registration within the required timeframe is considered a breach of contract.

#### **ARTICLE 14 – INCORPORATED DOCUMENTS**

The following documents are hereby incorporated as a part of this Agreement. The documents marked with an asterisk are available at: <http://procurement.lbl.gov/welcome-to-procurement-property/become-a-supplier/general-provisions/>, and <http://procurement.lbl.gov/supplier-forms/>.

- General Provisions for Architect-Engineer Services, dated 9/12/16 \*
- Subcontractor Guide to Reimbursable Travel Expenses, dated 4/27/15 \*
- Assignment and Release Form, dated 4/26/13 \*
- NERSC 9 Project Description
- N9 Facilities Upgrade Project - CM/GC Scope of Services
- Building 59 Facility Enhancement and Add Alternates 1 & 2 - 100% Design Development Drawings by CEG, Inc., dated 7/20/2016 – for review (57 sheets)
- Building 59 Site Preparation - 100% Design Development Drawings by CEG, Inc., dated 7/20/2016 – for review (34 sheets)
- Technical Specifications
  - a) Section 010000 - General Requirements – dated 06/16/2016
  - b) Section 019113 – General Commissioning Requirements
  - c) Section 019113 - Supplement 1 Representative Construction Checklist – Revised 09/08

- d) Section 019113 - Supplement 2 Sample Test – Revised 09/08
- e) Section 019113 - Supplement 3 Responsibilities Table – Revised 08/14/15
- f) Section 019113 - Supplement 4 Sample Sequence of Operations – Revised 09/08

#### **ARTICLE 15 – GENERAL PROVISIONS**

- A. The clauses listed in the referenced General Provisions shall be applicable to this Subcontract, based on the value of the Subcontract, the status of the Subcontractor, or the nature and location of the work, as indicated in the General Provisions.

B. (END OF SCHEDULE OF ARTICLES)

# Sample Subcontract